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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 26 day of OCTOBER, 2006, by and between Bobby Joe Littleton and wife, Mary Ann Littleton, as Lessor, and Dale Resources, L.L.C. as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded by Paid Up Oil and Gas Lease in Document Number D206364004 in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

6 acres of land, more or less, being a tract of land out of the D. Russell Survey, a survey to the City of Arlington, Texas, being more particularly described by metes and bounds, in that certain deed dated May 23, 1978, from Freddie Jean Littleton, as Grantor, to Bobby Joe Littleton, as Grantee, recorded in Volume 6493, Page 924, of the Official Public Records of Tarrant County, Texas.

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend the Primary Term of said Lease.

Now Therefore, the undersigned do hereby delete all references to three (3) in paragraph 2 of said Lease and in its place to hereby insert four (4) so that the primary term of the lease is four (4) years.

Additionally, the undersigned do hereby insert the following paragraph 19 to said lease stating "It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs incurred on an unaffiliated interstate or intrastate gas pipeline which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. In no event shall Lessor receive a price that is less than, or more than, the price received by Lessee."

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

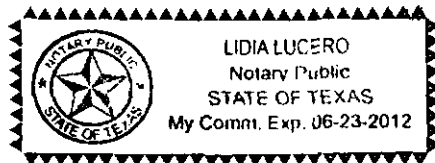
EXECUTED the 7TH day of MAY, 2009, but for all purposes effective as of October 26, 2006.

LESSOR

Bobby Joe Littleton
Mary Ann Littleton

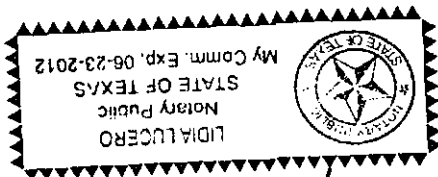
By: _____

By: _____



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7 day of MAY
2009, by BOBBY JOE LITTLETON AND MARY ANN LITTLETON.



06/23/2012.
(Stamp/Printed Name of Notary
and Date Commission Expires)

[Signature]

Notary Public, State of Texas

LIDIA LUCERO
(printed name)

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel

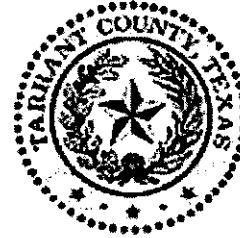
THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.

Notary Public, State of _____

(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/26/2009 02:25 PM

Instrument #: D209138830

LSE

4 PGS

\$24.00

By: _____



D209138830

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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